

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ALICE GORDON,

Plaintiff,

-against-

THE CITY OF NEW YORK, DET. GREGORY  
BARRETT (Shield 6674, Tax ID 905758, 67<sup>th</sup> precinct),  
DETECTIVE CHRISTOPHER HAYES (Shield 5408, 67<sup>th</sup>  
Precinct) and MATTHEW WALKER (Shield 1701, 67<sup>th</sup>  
Precinct),

Defendants.

USDC SDNY  
DOCUMENT  
ELECTRONICALLY FILED  
DOC #: 8/18/09  
DATE FILED: 8/18/09

**STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISMISSAL**

08 Civ 8354 (SAS)(DF)

Aug 18, 2009

**WHEREAS**, plaintiff commenced this action by filing a complaint on or about September 29, 2008, alleging that defendants violated plaintiff's federal civil and state common law rights; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Alice Gordon One Hundred Eighty Thousand (\$180,000.00) Dollars in full satisfaction of all of her claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff

agrees to dismissal of all the claims against defendants and to release the defendants and any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorneys' fees.

3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

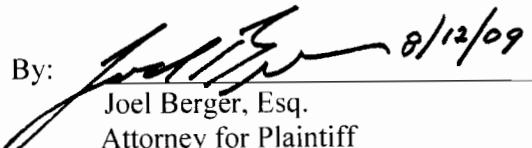
5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant

proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

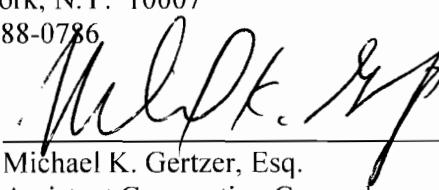
Dated: New York, New York  
August 12, 2009

JOEL BERGER, ESQ.  
Attorney for Plaintiff  
360 Lexington Avenue, 16<sup>th</sup> Floor  
New York, New York 10017-6502  
(212) 687-4911

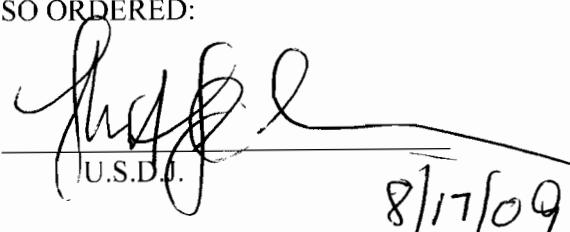
By:   
Joel Berger, Esq.  
Attorney for Plaintiff

MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
Attorney for Defendants City of New York  
Gregory Barrett, Matthew Walker and Christopher  
Hayes

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New York, N.Y. 10007  
(212) 788-0786

By:   
Michael K. Gertzer, Esq.  
Assistant Corporation Counsel

SO ORDERED:

  
U.S.D.J. 8/17/09